
Phantom Galleries Superior Agreement

THIS PHANTOM GALLERIES SUPERIOR AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 20____ by and between partners SPAC²ES, (Superior Public Art Creating Community Environments) an economic arts committee; Superior Business Improvement District a Wisconsin not-for-profit corporation, and Phantom Galleries Superior (“**PGS**”), and _____ (“**Artist**”).

PGS shall provide Artist with certain space known as the “**Premises**” located at _____, (the “**Building**”) only so that Artist can work, maintain, exhibit art work and/or present and exhibit live artistic performances (the “**Permitted Uses**”) consistent with this Agreement and the charitable venture of BID/SPAC²ES commonly known as Phantom Galleries Superior, PGS, (the “**Project**”).

1. Term. Artist may enter the Premises for the Permitted Uses on _____ day, _____, 20____ and shall have access to the Premises until delivery of notice to Artist that this Agreement is terminated (the “**Termination Date**”), which notice PGS may deliver with or without cause. PGS is an ongoing project dependent on funding.

2. Code and Insurance. PGS warrants that Premises is in accordance with city codes and covered by liability insurance. Artwork insurance will cover up to \$8,000 per art work with certain restrictions. Copy of policy will be given upon request.

3. Expenses. Artist shall be responsible for coordinating all logistical measures, including without limitation the transportation and installation of the Exhibited Art (as hereinafter defined). Limited installation funds are available per discussion with Artist. PGS shall not make any improvements in, to, or upon the Premises for Artist, unless otherwise agreed to by PGS, Artist and the Building’s owner.

4. Sale of Art. All sales of art work will be handled by exhibiting Artist. To assist in sales, PGS agrees to list artist contact info on window signage and include a ‘buy local’ campaign in marketing efforts. Artist is responsible for collecting, reporting, and paying applicable WI sales tax. Sold works of art are to stay in an exhibit for the duration of the exhibition.

5. Maintenance of Premises. Artist may not make material changes or alterations to the Premises without written approval from PGS. In the event the Premises is not being properly utilized or maintained, PGS reserves the right to sever Agreement and Artist must leave the Premises immediately. Artist must return space to its original condition and leave the space swept clean.

6. Permitted Use of Space: Artist and only Artist may have access to the Premises and may use the Premises for work purposes only. Artist may invite potential buyers, collectors, critics, and reasonably professional colleagues to enter the Premises for temporary purposes, but any visitor must be accompanied by Artist at all times. Artist may not use Premises for any art making that includes nudity, fire, hazardous materials or illegal substances. Artist may not use Premises as an entertainment venue except in cases for events and exhibition opening receptions which must be agreed on by all the Artists and Project Director. Artist may not make duplicates of business key and doing so is an immediate breach of Agreement. Artist must return keys to PGS within 24 hours of vacating Premises.

7. Indemnification. Artist agrees to indemnify, defend and hold harmless SPAC²ES/BID/PGS, and SPAC²ES/BID/PGS's principals, members, officers, employees, directors, agents, ground lessors, mortgagees, and all of their successors and assigns, from and against all legal actions, liabilities, obligations, causes of action, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise in any manner out of Artist's use of the Premises, and/or in connection with loss of life, bodily or personal injury or property damage arising from or out of all acts, failures, omissions or negligence of Artist, or its agents, employees or contractors. Artist further agrees that in the event an action or proceeding is brought by PGS to enforce any of the terms of this Agreement, and PGS prevails in such action or proceeding in whole or in part, then Artist shall pay all reasonable attorneys' fees and expenses incurred by PGS.

8. Reproduction of Art and Promotion. PGS and the Building's owner, without the consent of Artist, shall be entitled to photograph and/or reproduce the Exhibited Art for educational and publicity purposes only. Artist must receive approval by PGS in advance of distributing any and all promotional materials to the public.

9. Removal of Art. Artist shall remove, or cause to be removed, the Exhibited Art by the Termination Date along with any art materials, personal belongings and furnishings placed in the Premises by Artist. If Artist does not so remove the Exhibited Art and belongings by the Termination Date, then PGS shall have the right, but not the obligation, to keep, store and/or own the Exhibited Art, and Artist shall pay PGS actual fees incurred by PGS in connection with the storing, removal and/or maintenance of the Exhibited Art. If the Exhibited Art is not removed from the Premises by Artist by the Termination Date, then on the Termination Date the Exhibited Art shall be deemed an unrestricted gift by Artist to PGS.